

UNITED STATES DISTRICT COURT – DISTRICT OF NEBRASKA CONTRACT FOR TRANSCRIPTION SERVICES

- I. **Contract.** The U.S. District Court for the District of Nebraska is establishing a pool of qualified individuals or transcription firms who will transcribe electronic sound recordings of trials, arraignments, pleas, and other proceedings under contract with the court.
- A. Unless performed by a staff court reporter, services provided under this contract will not be performed at the court.
- B. This contract for transcription services consists of:
1. The terms and conditions contained in this document;
 2. The attachments to this document are found as links at the end of the contract.
 3. All requirements imposed by the portions of Volume 6, Chapter 5 of the *Guide to Judiciary Policy* that are incorporated into this document;
 4. All requirements imposed by the portions of Volume 14 of the *Guide to Judiciary Policy* that are incorporated into this document; and
 5. Any specific instructions for transcribing assignments awarded under this contract.
- C. A contract transcriber will provide services strictly in accordance with the terms and conditions of this contract. The government will not be liable for any services which the court has not authorized a contract transcriber to provide.

II. Definitions

“**AO**” means the Administrative Office of the United States Courts.

“**CJA 24 Voucher**” means a payment voucher submitted by a panel attorney appointed pursuant to the Criminal Justice Act (CJA). A copy of the voucher is attached to and made part of this contract. See Attachment 1.

“**Clerk**” means the Clerk of the United States District Court for the District of Nebraska as well as his or her designees and employees.

“CM/ECF” means the court’s Internet-based paperless filing system, formally known as the Case Management/Electronic Case Files system. For more information on the system, see <http://www.ned.uscourts.gov/attorney/cmecf-login>.

“Contracting Officer” means the person with authority to enter into, administer, or terminate contracts and make related determinations and findings. The contracting officer is the only court employee with the delegated authority to commit the court to the purchase of transcription services. However, the term includes authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

“Contractor” means an individual or business entity to whom a transcription contract is awarded. The term may also include the transcriber if the contractor is an individual who also transcribes. The contractor may have transcribers working as employees or subcontractors. The Service Contract Act, 41 U.S.C. § 351 *et seq.*, and attached wage determination only apply if transcribers are employees of the contractor rather than subcontractors. See Attachment 2.

“Court” means, unless context clearly shows otherwise, the United States District Court for the District of Nebraska.

“Guide” means the *Guide to Judiciary Policy*. The Guide is a repository of the federal judiciary’s administrative policies, as determined by the Judicial Conference of the United States or the Director of the Administrative Office, or as mandated by statute or other legal requirement.

Volume 6, Chapter 5 of the *Guide*, “Transcripts,” details the requirements for transcript production, delivery, fees, and format. See Attachments 9 and 10.

Volume 14 of the *Guide*, “Procurement,” establishes the procurement program for the federal judiciary. For information on contract formats, provisions, and clauses, see <http://www.uscourts.gov/FederalCourts/UnderstandingtheFederalCourts/AdministrativeOffice/Procurement/JudiciaryProvisions.aspx>.

“Judicial Conference” means the governing body of the United States Courts.

“PACER” means “Public Access to Court Electronic Records.” All electronic case filings on CM/ECF are accessed through PACER. To view an electronic filing, an individual must be registered on PACER. For more information, see www.pacer.psc.uscourts.gov.

“PDF” means “portable document format.” All documents uploaded to CM/ECF must be in PDF.

“Qualified” means an individual transcriber who meets the minimum qualifications set forth in this contract. In the case of a business entity, the term means those employees or sub-contractors who meet the minimum qualifications set forth in this contract.

“**Redaction**” means the act of removing personal data identifiers from electronic transcripts in compliance with the [privacy policy of the Judicial Conference](#), Federal Rule of Civil Procedure 5.2, Federal Rule of Criminal Procedure 49.1, Nebraska General Rule 1.3(c), Nebraska Civil Rule 5.0.3, and Nebraska Criminal Rule 49.1.

“**Staff court reporter**” means an individual whom the court employs as a full- or part-time court reporter.

“**Transcriber**” or “**transcriptionist**” means the individual who actually transcribes a court proceeding from a cassette tape, CD-ROM, digital recording, web-based application, or other medium.

III. Description of Services to be Performed

- A. Creation of Pool. In FY2013, and every third year thereafter, the clerk will publish on the court’s Web site a solicitation for transcribers.
 - 1. The solicitation will invite individuals and businesses to submit to the court’s contracting officer by a date certain a letter detailing their qualifications to serve as transcribers. See IV(A) below for transcriber qualifications.
 - 2. All qualified individuals and businesses who both timely respond to this solicitation in the manner prescribed and sign the contract will be placed provisionally in a transcriber pool.
 - 3. Staff court reporters may elect to be included in the pool.
- B. Distribution of Work. Following creation of the pool, the clerk will distribute transcription work equitably among pool members on a rotational basis.
 - 1. The number of transcribers in the pool, together with the amount of activity on the court’s docket, will determine how frequently a transcriber receives work from the court. **The clerk cannot guarantee a minimum amount of work to any transcriber in the pool.**
 - 2. The clerk has the final authority to make decisions about work distributions, including the use and rotation of staff court reporters.
- C. Delivery of CD-ROMS. When the court has a hearing or other proceeding to transcribe, the clerk will mail via U.S. mail one or more CD-ROMs containing that hearing or proceeding to the next transcriber in the pool. An accompanying letter will state where the transcriber should send the invoice for the completed transcript and indicate whether an annotation and a completed CJA 24 voucher are enclosed with the CD-ROM.

1. The clerk will not deliver CD-ROMs to transcribers' residences, nor can transcribers pick them up at the courthouse.
 2. The clerk will not send a transcriber, whether by U.S. mail or by e-mail, any documents other than the annotation and the CJA 24 voucher. Transcribers must access all minute entries, exhibit lists, and witness lists via PACER.
 3. The clerk will not mail CD-ROMs to staff court reporters. Staff court reporters must access digitally-recorded hearings directly from the court's computer network.
- D. Filing Requirements. The court requires that all transcripts be filed electronically in CM/ECF as text-searchable PDF documents. The procedure for filing transcripts is attached to and made part of this contract. See Attachment 3.
1. The clerk will not accept a paper document as the official transcript. The uploaded transcript, as it exists on the court's server, is the official, original version of the transcript, regardless of whether the transcriber has prepared a paper version of the transcript for a party.
 2. The court reserves the right to request a paper courtesy copy of the transcript at any time. The transcriber may not charge an additional fee for this paper copy.
- E. Destruction of CD-ROMs. Once the transcriber has uploaded the transcript to CM/ECF, the transcriber must destroy the CD-ROM containing the hearing(s).
- F. Redaction. An attorney or party may ask a transcriber to redact a transcript to remove personal data identifiers. See *Guide*, Vol. 6, Ch. 5, § 510.25.20, "Redaction of Electronic Transcripts." A copy of Volume 6, Chapter 5 of the *Guide* is attached to and made part of this contract. See Attachment 9.
1. The procedure that attorneys or parties use to request redaction is available on this court's Web site at <http://www.ned.uscourts.gov/plans-and-policies>, "[Transcript Redaction Procedure](#)." The procedure is also attached to and made part of this contract. See Attachments 4 and 5.
 2. Additional information on redaction is found in:
 - a. The AO's "Guidance for Court Reporters and Transcribers on the Electronic Availability of Transcripts in Case

Management/Electronic Case Files (CM/ECF),” which is attached to and made part of this contract as Attachment 6;

- b. The AO’s “Guidance on Protecting Privacy Interests in Voir Dire Transcripts,” which is attached to and made part of this contract as Attachment 7; and
 - c. The court’s procedure entitled, “Transcript Filing Information for Transcribers,” which is attached to and made part of this contract as Attachment 3.
- 3. A transcriber may not, under any circumstances, redact a transcript unless the attorney or party has filed a notice of intent to request redaction.
 - 4. A transcriber may not charge an additional fee to redact a transcript.

IV. Performance of Services

A. Qualifications

- 1. A transcriber must possess exceptional keyboarding skills and be familiar with legal terminology, punctuation rules, and the formats for transcripts established by the Judicial Conference.
- 2. A transcriber must provide proof of at least five years of successful transcription experience in judicial, legal, medical, or other professional matters. Proof of previous transcription experience must include the name, address, and telephone number of the person or business for whom the transcriber provided services and the dates during which the services were provided.
- 3. A transcriber must complete a training session at the federal courthouse in either Omaha or Lincoln. This training may be taken after the transcriber is placed in the pool but must be completed before the court will assign any work to the transcriber. The transcriber should contact the court’s trainer at 402-661-7363 to schedule a training session.
- 4. Because a transcriber is a contractor performing work equivalent to that of a judiciary employee in a sensitive position, the transcriber must undergo an NCIC background check and FBI fingerprint check. A copy of the court’s background check and investigation policy is attached to and made part of this contract. See Attachment 8.

- B. Provisional Status. The clerk will review the first two transcripts submitted by each provisional transcriber for timeliness, accuracy, adherence to the *Guide's* format requirements, compliance with CM/ECF filing procedures, and correct billing practices.
1. If the clerk finds the transcriber's performance acceptable, the clerk will inform the contracting officer that the transcriber's provisional designation should be removed.
 2. The clerk will promptly notify a provisional transcriber if his or her performance or work product does not meet the court's standards. The clerk will inform the transcriber of the errors noted and, if necessary, direct the transcriber to file an amended transcript. If the transcriber fails to correct the errors or continues to produce unacceptable work, the contracting officer may, in consultation with the clerk, deny payment for services that do not meet the stated requirements and standards of this contract. The contracting officer may, in addition, terminate the contract after providing the transcriber with written notice.
 3. If the clerk finds that a transcriber's work does not meet the court's standards, the clerk may terminate the contract after providing the transcriber with written notice.
- D. Inability to Accept Assignments. If for any reason the contractor cannot accept an assignment, the contractor must notify the clerk within 24 hours after receipt of the assignment.
1. Upon receiving notice, the clerk will reassign the work to the next transcriber in the rotation.
 2. While no penalty will be assessed against a contractor who provides timely notification under this section, the contracting officer reserves the right to terminate the contract with a contractor who repeatedly declines to accept assignments.
 3. A transcriber who will be unable to accept assignments for an extended period of time must inform the clerk as soon as possible. The transcriber will be removed from the rotation until the transcriber is again able to accept assignments. The transcriber will not, however, be removed from the pool unless the transcriber requests to be removed permanently.
- E. Transcript Format. The Judicial Conference prescribes mandatory transcript formats. See *Guide*, Vol. 6, Ch. 5, § 520, "Transcript Format." The maximum per-page transcript rates are based on a strict adherence to the

prescribed format. A transcriber's failure to follow the prescribed transcript formats will be grounds for the contracting officer to terminate the contract.

F. Certifications.

1. The transcriber's certification must appear on the last page of a transcript and on the last page of each volume of a lengthy transcript. The transcriber may not charge an additional fee for the certification. The transcriber may, however, charge for a title page and an index page.
2. When the transcriber files a redacted transcript, the certification should include the following statement: "I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter, as amended by redaction pursuant to Judicial Conference policy."
3. The transcriber is also required to certify on each invoice that the fee charged and the page format conform to the requirements of this contract and to the regulations of the Judicial Conference. See *Guide*, Vol. 6, Ch. 5, § 530.90, "Certification of Transcript Rates."

G. Copyright. Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The transcriber may not include any statement or symbol on a transcript suggesting that the transcript is protected by copyright. Because transcripts generally are in the public domain ninety days after filing unless sealed or otherwise restricted by court order, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the transcriber. See *Guide*, Vol. 6, Ch. 5, § 560, "Copyright Laws."

V. **Equipment and Supplies.** The contractor must supply all equipment and supplies necessary to perform transcription services. The recommended equipment is listed in the following chart:

Recommended Equipment
Pentium PC or Mac with 128 MB RAM, minimum 5 GB free disk space, sound card, and CD-ROM drive
Windows 2000, Windows XP, or Windows 7
Mozilla Firefox 3.5 or higher <u>or</u> Internet Explorer 7 or 8
High-speed Internet access via cable or DSL

Adobe Acrobat Writer 5.0 or higher <u>or</u> other software to convert documents to PDF (e.g., PDF Factory by Fine Print)
Free VIQ Player software, which can be downloaded from http://www.vigsolutions.com/products/players.aspx
Headphones or speakers for listening to digital recordings
USB foot pedal (recommended)

VI. Rates for Transcription Services. The Judicial Conference of the United States Courts sets the rates for transcription services. See Guide, Vol. 6, Ch. 5, § 530, “Fees.” The current [maximum transcript rates](#) will be in effect for the duration of this contract unless the Judicial Conference amends them before the contract expires. The current rates are available on the court’s Web site at <http://www.ned.uscourts.gov/fees>, “Maximum Transcript Rates.” The current rates are also attached to and made part of this contract. See Attachment 10.

- A. Maximum Rate. Contractors may not charge more than the maximum rate allowed by the Judicial Conference.
- B. Estimating Fees Encouraged. Contractors are encouraged to estimate the time required to prepare transcripts ordered by the court or CJA-appointed attorneys. Contractors may require a requesting party to prepay the estimated fee in advance except when the United States is paying for the transcript. See Attachment 10, pp. 3-4, for a chart to be used when estimating the cost to transcribe a digitally-recorded proceeding.
- C. Sanctions for Overcharging. Sanctions will be imposed for overcharging parties or the court for a transcript. At a minimum, the clerk will require the contractor to make restitution of overcharges. In more serious cases, the clerk may terminate the contract and refer the matter to the U.S. Attorney’s Office for the District of Nebraska. In addition, if the clerk determines during the term of this contract that a contractor is routinely or unnecessarily charging the court or attorneys at the expedited rate, the clerk reserves the right to cancel the contract. See *Guide*, Vol. 6, Ch. 5, § 530.95, “Sanctions for Overcharging.”
- D. Delinquent Appeal Transcripts. The contractor may charge only ninety percent of the maximum allowable fee for the transcript of a case on appeal that is not delivered within thirty days of the date ordered and payment received. For a transcript not delivered within sixty days of the date ordered and payment received, the contractor may charge only eighty percent of the maximum allowable fee. The clerk may waive these fee reductions if the contractor provides written proof that the transcriber did not receive timely notice of the transcript order or that counsel failed to make satisfactory financial arrangements.

VII. Billing

A. Billing CJA-Appointed and Private Attorneys.

1. When a CJA-appointed attorney requested the transcript and a judge has signed box 16 on the CJA 24 voucher form, the transcriber must complete boxes 17, 18, 19, 20, and 21 of the form. See Attachment 1. The transcriber then returns the CJA 24 voucher to the attorney, who completes box 22, certifying that the attorney received the transcript. A judge will then authorize payment by signing box 23.
2. When a private attorney requested the transcript, the transcriber must send the invoice to the attorney.
3. When a transcriber bills either a CJA-appointed attorney or a private attorney for preparing a transcript, the transcriber cannot also bill the court for the official transcript uploaded to the system.
4. The court will not resolve collection disputes between a requesting party and the transcriber.

B. Billing the Court.

1. If a judge of this court ordered the transcript, the transcriber must request payment by submitting a statement of work form within thirty days after completing a transcript. The [statement of services form](#) is on the court's Web site. See <http://www.ned.uscourts.gov/forms>, "Transcriber Statement of Services." A copy is attached to and made part of this contract. See Attachment 11.
2. The court will make payment within thirty days after it receives the transcriber's statement of work form, provided the transcripts filed by the transcriber comply with the court's requirements.
3. The clerk will handle any billing disputes arising from transcripts ordered by a judge on behalf of the United States Government.

VIII. Special Requirements: Required Clauses. The *Guide*, Volume 14, Chapter 1 requires inclusion of the following standard clauses. For additional information, see <http://www.uscourts.gov/procurement/clauses.htm>, Appendix 1B, § B.2.1.

A. Provision B-1: Solicitation Provisions Incorporated by Reference (SEP 2010).

1. This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in

full text. Upon request, the contracting officer will make their full text available.

2. The contractor is cautioned that the listed provisions may include blocks that the contractor must complete and submit with the quotation or offer. In lieu of submitting the full text of those provisions, the contractor may identify the provision by paragraph identifier and provide the appropriate information with the quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.uscourts.gov/procurement.aspx>.

B. Clause B-5: Clauses Incorporated by Reference (SEP 2010). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

C. Clause 1-15: Disclosure of Contractor Information to the Public (AUG 2004)

1. The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
2. The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

D. Clause 3-3: Provisions, Clauses, Terms, and Conditions - Small Purchases (JUNE 2010). These provisions, clauses, terms, and conditions are included by reference.

E. Provision 3-5: Taxpayer Identification and Other Contractor Information (APR 2011).

1. Taxpayer Identification (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

2. All contractors must submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041 and 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the contractor's failure or refusal to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
3. The TIN may be used by the government to collect and report on any delinquent amounts arising out of the contractor's relationship with the government. See 31 U.S.C. § 7701(c)(3). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the contractor's TIN.
4. The contractor's Taxpayer Identification Number is as follows:

If the TIN is not provided above, please select one of the following alternatives:

- ☐ The contractor has applied for a TIN but not yet received it.
- ☐ The contractor is not required to have a TIN because
 - ☐ The contractor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ The contractor is an agency or instrumentality of a foreign government;
 - ☐ The contractor is an agency or instrumentality of the federal government.

5. The contractor's type of organization is a(n):

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state, or local);
- ☐ foreign government;
- ☐ international organization per 26 C.F.R. 1.6049-4;
- ☐ other (describe) _____.

(6) Contractor Representations.

The contractor represents as part of its offer that

it is ☐

is not ☐

51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

☐ Women Owned Business

☐ Minority Owned Business (if selected, then one sub-type from the list below is required)

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

F. Clause 7-30: Public Use of the Name of the Federal Judiciary (JAN 2003).

1. The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

2. No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

DATED this _____ day of _____, 20__.

(Transcriber's Printed Name)

(Transcriber's Signature)

Terry L. Smedra, Contracting Officer
United States District Court for the District of Nebraska

- Attachment 1 [CJA 24 Voucher](#) (fillable .pdf form)
- Attachment 2 [Service Contract Act wage determination](#)
- Attachment 3 [Transcript Filing Information for Transcribers](#)
- Attachment 4 [Transcript Redaction Procedure](#) (Revised; Effective May 12, 2008)
- Attachment 5 [Notice of Intent to Request Redaction](#)
- Attachment 6 [AO memorandum dated February 22, 2008](#), "Guidance for Court Reporters and Transcribers on the Electronic Availability of Transcripts in Case Management/Electronic Case Files (CM/ECF) and Transcript Redaction Procedures"
- Attachment 7 [AO](#) memorandum dated April 22, 2009, "Protecting Privacy Interests in Voir Dire Transcripts"
- Attachment 8 [Background Checks and Investigation Policy](#)
- Attachment 9 [Guide](#), Volume 6, Chapter 5
- Attachment 10 [Maximum Transcript Rates](#)
- Attachment 11 [Transcriber Statement of Services](#)